



STUART SCOTT®

ENGLAND

BUSINESS TERMS AND CONDITIONS

1. The Customer's attention is drawn in particular to the following: -

- 1.1 Where a contract [whether the acceptance by the Customer of a quotation given by the Company or howsoever] contains provisions that are at variance with these Conditions, those provisions shall apply, but only to the extent that there is a clear variation and such contract so states. Subject thereto, no change to these Conditions shall be effective without the prior written consent of the Company. Where these Conditions shall be in conflict with any related contractual arrangements, these Conditions shall apply.
- 1.2 Unless the Customer is dealing as a consumer [as defined in the Unfair Contract Terms Act 1977 and the Unfair Terms and Consumer Contracts Regulations 1999], all warranties by the Company as to fitness for purpose, quality and/or condition of the Goods are excluded to the fullest extent permitted by law.
- 1.3 The Company and the Customer intends to rely upon the written terms set out here and this shall constitute acceptance of these conditions which shall be binding.

2. DEFINITIONS

In these Conditions:-

"Company" shall mean Stuart Scott Associates Ltd.

"Conditions" shall mean these Business Terms and Conditions.

"Customer" shall mean a person or organisation who commissions the Company for the manufacture of a bespoke item of furniture and/or seeks to purchase the Company's products.

"Goods" shall mean the Company's furniture products that are the subject of a commission and/or sale as included in an accepted quotation, order form and/or invoice.

3. CONTRACT ORDERS, DEPOSIT, PRICE AND PAYMENT

- 3.1 No contract shall come into existence until the Company confirms the order for Goods in writing.
- 3.2 The Company may ask the Customer to pay a deposit. In particular: -
- 3.2.1 Where the Customer commissions bespoke Goods, the deposit shall be 50% of the price; and
- 3.2.2 In any event, a deposit paid may be forfeited by the Company where the Customer is in breach of contract.
- 3.3. The price [exclusive of Value Added Tax] shall be the price quoted in GB Pounds by the Company and payment thereof shall be made by the Customer upon the terms set out in the invoice or howsoever and prior to dispatch of the Goods. Unless otherwise specified, VAT and / or any other taxes or duties payable by the Customer shall be added to the price.
- 3.4 Time for payment of the price shall be of the essence.
- 3.5 The Company shall have the right at any time without notice to change its prices and/or withdraw any Goods from its range of products.
- 3.6 If the said price is not paid upon the stated terms, the Customer will be liable to an additional payment of reasonable liquidated damages.
- 3.7 If the Customer wishes to delay delivery of the Goods after the agreed delivery date, the Customer shall nevertheless make full payment for the Goods on that date and shall also pay storage charges at the rate of £25 plus VAT per week or part week per item of Goods.

FINEST TAILORED FURNITURE

20 Paxcroft Farm, Hilperton, Wiltshire, BA14 6JB, England | +44 (0)1225 753 592 | enquiries@stuartscott.co.uk
UK Registered in England and Wales 07649357 | VAT Registration No. GB 110 6549 44

STUARTSCOTTFURNITURE.COM



4. DELIVERY, LEAD TIMES AND INSPECTION

- 4.1** If agreed by the Company, it will arrange for a third party to deliver the Goods to the Customer and the Company will invoice [at cost unless otherwise agreed] the Customer. The Customer shall pay that invoice prior to dispatch of the Goods and the Company will have no liability in respect of the Goods so delivered by the third party.
- 4.2** If the Customer wishes to effect delivery itself, the Company shall have no liability in respect of the Goods so delivered.
- 4.3** Since all the Company's Goods are made to order, delivery dates can vary from the point of order and the Company shall not be liable for failure to deliver on a stated date and the Company will not accept any liability for any loss or inconvenience suffered by delivery or delay. It is agreed that the Company shall not be liable for any delay in delivering the Goods that is caused by Force Majeure.
- 4.4** The Customer shall be liable to inspect the Goods immediately [and certainly within 48 hours] after delivery and the Company shall have no liability in respect of any claim made by the Customer after that period for rejection of the Goods which the Customer might allege are not in accordance with the contract between the Company and the Customer except where any claim is in respect of design work created by the Company. In the event of a valid claim, the Company shall have the right to repair or replace any defective Goods.

5. TITLE AND RISK

The Goods shall be at the Customer's risk following delivery and, notwithstanding delivery, title in the Goods shall not pass to the Customer until the Customer has made payment of all sums owing to the Company.

6. MATERIALS

- 6.1** Whilst the Company will take all reasonable steps to explain to the Customer the tonal and grain variations present in natural solid and veneered timber, the Company shall not be liable for any such occurring variation.
- 6.2** Whilst the Company will take all reasonable steps to investigate the materials that are being recommended to the Customer, the Company shall not be liable for the performance or quality of those materials.
- 6.3** After delivery of the Goods, the Company shall not be liable to the Customer for any defects in the Goods caused by fair wear and tear, abnormal conditions of storage or use or the application of any cleaning products to the Goods.
- 6.4** Those Goods containing natural leather hides may be subject to dye, shade variations or natural markings; and such variations or markings are not classed as defects.

7. LIMITATION OF LIABILITY

- 7.1** Save in respect of personal injury or death due to gross negligence, the Company shall not be liable to the Customer in respect of any loss suffered by the Customer due to any defect in the Goods.
- 7.2** Without prejudice to Condition 7.1, the Company shall not be liable to the Customer or any third party for any loss of profit, consequential or other economic loss suffered by the Customer arising in any way.

8. SET OFF AND COUNTERCLAIM

The Customer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the Customer may have or allege to have for any reason whatsoever.

9. NON-WAIVER

Failure by the Company to exercise or enforce any of the rights contained in these Conditions shall not be deemed a waiver thereof nor to operate so as to bar such exercise or enforcement at any time.

FINEST TAILORED FURNITURE

20 Paxcroft Farm, Hilperton, Wiltshire, BA14 6JB, England | +44 (0)1225 753 592 | enquiries@stuartscott.co.uk
UK Registered in England and Wales 07649357 | VAT Registration No. GB 110 6549 44

STUARTSCOTTFURNITURE.COM



10. NON-SEVERANCE

If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such term or provision shall be severed and the remainder of the terms and provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable term or provision eliminated.

11. FORCE MAJEURE AND FRUSTRATION

11.1 The Company shall be relieved of liability for any loss or damage if and to the extent that any such loss or damage is caused by:-

11.1.1 Force Majeure in that the Company's failure to complete a contract with the Customer is by reason of such events as war, invasion, civil disobedience, strikes, lock-outs, fire, earthquake, flood, pandemic, accident or incidents sui generis that are beyond the Company's reasonable control or that of the Company's agents, sub-contractors or suppliers; or

11.1.2 Any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.

11.2 Where there is frustration of a contract with a Customer for any of the above reasons, the contract shall be deemed to be complete and, once the Company has given notice thereof to the Customer, the Customer shall indemnify the Company and forthwith pay to it a sum equivalent to the total costs incurred by the Company on the contract by way of labour and materials, sub-contracts and incidentals up to the date of the notice plus an additional ten per cent of that total.

12. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding any other provision contained in these Conditions, nothing herein shall confer or is intended to confer a benefit on any third party for the purposes of the said Act or for any other purpose.

13. GOVERNING LAW AND JURISDICTION

The laws of England and Wales shall govern these Conditions and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

FINEST TAILORED FURNITURE

20 Paxcroft Farm, Hilperton, Wiltshire, BA14 6JB, England | +44 (0)1225 753 592 | enquiries@stuartscott.co.uk
UK Registered in England and Wales 07649357 | VAT Registration No. GB 110 6549 44

STUARTSCOTTFURNITURE.COM